

Campus-Wide Sponsorship Agreement Between
The Coca-Cola Company
Coca-Cola Refreshments USA, Inc.
University of Massachusetts Amherst Campus

This sponsorship agreement (the "Agreement") sets forth certain exclusive rights granted to Sponsor by University. In consideration of the mutual promises contained herein, the parties agree as set forth below:

1. PARTIES

- (A) The Coca-Cola Company, acting by and through its Coca-Cola North America Group ("Company")
- (B) Coca- Cola Refreshments USA, Inc. ("Bottler")
- (C) University of Massachusetts Amherst ("University")

Company and Bottler are collectively referred to as "Sponsor."

2. SCOPE OF AGREEMENT

Sponsor will be the exclusive Beverage sponsor of the University, with Campus-wide Beverage availability rights, and on and off-Campus marketing rights. Bottler will have the exclusive right to operate Full Service Beverage Vending on Campus.

3. TERM

The term of the Agreement will be for a period of five (5) years with a 5-Year Option, as follows (the "Term"):

Start Date: August 1, 2014 End Date: July 31, 2019

5-Year Option: August 1, 2019 – July 31, 2024

The University reserves the right to renew for one (1) five-year option period, beginning August 1, 2019 and ending July 31, 2024. University shall notify the Company of its intention to renew no fewer than 180 days prior to July 31, 2019.

4. DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the meanings set forth in EXHIBIT A.



5. SPONSORSHIP FEES / COMMISSIONS / OTHER CONSIDERATION TO UNIVERSITY

- (A) Sponsorship Fees - Sponsor will pay to University "Sponsorship Fees" in the aggregate amount of \$6,000,000, payable throughout the Term as follows:

(i)	Agreement Year One:	\$585,000
(ii)	Agreement Year Two:	\$585,000
(iii)	Agreement Year Three:	\$585,000
(iv)	Agreement Year Four:	\$585,000
(v)	Agreement Year Five:	\$585,000

5-Year Option: (only if University exercises its option regarding the entire Term)

(vi)	Agreement Year Six:	\$675,000
(vii)	Agreement Year Seven:	\$600,000
(viii)	Agreement Year Eight:	\$600,000
(ix)	Agreement Year Nine:	\$600,000
(x)	Agreement Year Ten:	\$600,000

Sponsorship Fees will be paid once on August 1 of each Agreement Year. If the Agreement is not fully executed until after the Start Date, the first payment of Sponsorship Fees for Agreement Year One will be made on the later of August 1, 2014 or thirty (30) from Company's receipt of the fully executed Agreement.

Commissions - Bottler will pay to University commissions for Company Beverages sold through Bottler's Full Service Beverage Vending machines on Campus as described in **EXHIBIT B** attached hereto.

- (B) Merchandising and Other Funds

- (i) Merchandising Funds - Sponsor will budget and spend \$60,000 annually (\$600,000 over the Term) for mutually-agreed merchandising items (i.e. menu boards, marketing panels, etc.). The funds will be held in a fund managed by Sponsor. All funds made available must be spent within the Agreement Year for which they are budgeted. Unused funds shall be forfeited.
- (ii) Product Donations - Bottler will donate up to \$5,000 of Company Beverages (valued at wholesale price) annually for student and faculty special events,

but not for resale. Company Beverages will be provided upon University's request. In the event University does not request all complimentary Product by the end of each Agreement Year, any remaining complimentary Product shall be retained by Bottler with no further obligation.

- (C) The monies and other consideration set forth in this section constitute the full and complete consideration for all rights granted to Sponsor hereunder.

6. BEVERAGE RIGHTS OF SPONSOR

- (A) **Exclusive Beverage Availability Rights.** Except as set forth with respect to Permitted Exceptions and Special Promotional Events, Sponsor will have exclusive Beverage availability rights on the entire Campus at all times during the Term. University will make Company Beverages available for sale on Campus in all package forms, through fountain dispensing, coolers, kiosks, hawking, and vending, as well as through any other means agreed upon by Sponsor and University. University will use its reasonable, good faith efforts to maximize the sale and distribution of Company Beverages on Campus. At a minimum Company Beverages shall be widely available for purchase by consumers on the Campus, and will be sold and/or served as part of all meal plans provided to University students and/or others on the Campus. Sponsor shall consult with University on specific brand sets for various Campus locations.

- (B) **Permitted Exceptions:**

- (i) Company Beverages will be the only Beverages sold, served, distributed, sampled, or otherwise made available on Campus, provided however University may, on a non-exclusive basis, serve, sell or dispense the following Competitive Products ("Permitted Exceptions") on Campus, provided that no Competitive Products are sold, vended, distributed, dispensed or otherwise served from Sponsor's Equipment:
- Unbranded Fresh Milk (as defined in Exhibit A).
 - Hot tea and hot coffee freshly brewed on premise.
 - Milkshakes and smoothies made on the premises from fresh ingredients.
 - Unbranded freshly squeezed orange juice and freshly squeezed lemonade.
 - University of Massachusetts branded bottled water.
 - Red Bull® Energy Drink as currently formulated and marketed, limited to the following Campus convenience store locations: Worcester Market, Hampden Market, Franklin Market, and the Concourse Market only. Similar markets may be developed in the future and the sale of Red Bull® Energy Drink in these future markets will be discussed with

Sponsor. Red Bull® Energy Drink shall NOT include (i) line extensions of Red Bull® that are not formulated and marketed substantially similar to Red Bull® Energy Drink in its current form as of the date hereof; or (ii) any Beverage product substantially similar to another Company Beverage product including without limitation any carbonated Beverage flavored or marketed as a "cola," "lemon-lime," "spicy cherry," or "citrus" flavor (e.g. "Red Bull® Cola"); or (iii) any Beverage product labeled or marketed in whole or in part as a "sports" or "fitness" beverage or "water" or "fluid replacement" beverage; or (iv) any beverage that contains juice, juice concentrate, coffee, tea, or milk as an ingredient.

- Fountain Ocean Spray® Cranberry Juice Cocktail and 100% Cranberry Juice, limited to the following Campus locations Berkshire DC, Franklin DC, Worcester DC, and Hampshire DC. As noted above, these Fountain Ocean Spray® beverages shall not be dispensed from Sponsor's Equipment.
 - Crystal Light®, limited to one fountain location in Hampshire Dining Hall, provided that Sponsor, at its discretion, shall be allowed to provide a comparable product at this location.
 - Dr Pepper, Diet Dr Pepper and Dr Pepper TEN beverages (where Sponsor has the bottle/can territory distribution rights) so long as University or its Concessionaires purchase all requirements for Dr Pepper beverages from Sponsor.
- (ii) Permitted Exceptions shall not include any Beverage labeled or marketed under a trademark or trade name of PepsiCo.
- (iii) Permitted Exceptions, to the extent served or sold in cups, shall not be served or sold in Approved Cups.
- (iv) University shall be permitted to sell local (i.e. no national brands) Competitive Products in no more than twenty percent (20%) of the total Beverage shelf space in any outlet on Campus. However University must also carry in each outlet Sponsor's equivalent Company Beverage for each Competitive Product carried. For example, if a local brand energy drink is carried, Full Throttle® must also be carried.
- (v) University may display generic names of unbranded Permitted Exceptions, and the trademarks of any branded Permitted Exceptions, on menus, menuboards, dispensing equipment, and coolers for the sole purpose to indicate availability, but no Permitted Exceptions will be marketed, advertised, promoted, or sampled on Campus, or otherwise in connection with the University, the Campus or the University Marks. No Permitted Exception trademark shall appear on any Beverage vessel, or on any licensed merchandise, sold or distributed on Campus.

- (vi) The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is permitted.
 - (vii) This Agreement will not be interpreted to prohibit point-of-sale advertisement for Competitive Products in the premises of retail stores or outlets on Campus operated by students attending the University or for advertisements for Competitive Products placed by such student-run businesses as long as such advertisements do not state or imply any sponsorship or endorsement relationship or other connection between the Competitive Product and the University, University Marks, or the Campus.
- (C) **Beverage Purchase Requirement.** University and its third party food and beverage concessionaires will comply with all applicable provisions of the Agreement, including purchasing their entire requirements for Company Beverages, cups, and lids from Bottler and using Approved Cups (except for Permitted Exceptions), provided however that certain chilled juice brands and Odwalla Beverages may be delivered by Company or by a third-party distributor as shall be designated from time to time by Sponsor.
- (D) **Beverage Pricing**
- (i) To the extent University has self-operated beverage concessions, then University will purchase all Company Beverages at the prices listed in **EXHIBIT C**. If, during the Term, new Company Beverages are made available, then University and Sponsor shall negotiate pricing for such Company Beverages at such time.
 - (ii) To the extent University has a Concessionaire operating its University Athletic/dining facilities on Campus, and that Concessionaire has an agreement with Company that describes the terms for Beverage pricing, equipment and service provided by Company to that Concessionaire, then such terms will apply and the Concessionaire will purchase all such Company Beverages as set forth in Company's existing agreement with the Concessionaire. If during the Term University engages a Concessionaire(s) to operate on Campus that does not have an agreement with Company, then Sponsor will separately negotiate terms for Beverage prices, equipment and service with such Concessionaire.
- (E) **Recycling Program.** During the Term, on an annual basis, or when requested by the University, Sponsor and University will mutually identify the highest priority recycling needs on the University's campus. Sponsor and University will then develop a plan including metrics to address needs and opportunities consistent with University's priorities, Sponsor's business strategies, and available programming resources.

7. MARKETING, PROMOTIONAL AND ADVERTISING RIGHTS OF SPONSOR

- (A) **General Marketing Rights.** Sponsor will have marketing, advertising, and promotional rights, exclusive with respect to the Beverage category, to market, advertise, and promote Company Beverages in association or connection with the University, the Campus (which for the avoidance of doubt includes the Athletic Facilities), and the University Marks (which for the avoidance of doubt includes the Athletic Marks). Sponsor's rights shall apply to television, radio, print, signage, outdoor, electronic, internet, mobile, wireless, and all other media, whether now or hereafter known. Sponsor's exercise of these marketing, advertising and promotional rights shall be subject to University's approval rights as set forth in Section 9.
- (B) **Use of University Marks.** Sponsor will have a license to use the University Marks subject to the Combined Non-Exclusive License Agreement to Use Certain Marks of the University of Massachusetts Amherst, attached hereto as **EXHIBIT G**, on a royalty-free basis, for the purposes of marketing, advertising, or promoting Company and Company Beverages.
- (C) **Customer Marketing Rights.** Sponsor will have the right to undertake promotions regarding Company Beverages at or in connection with University, including joint promotions with Sponsor's retail customers in all channels of trade including without limitation:
- Grocery and retail;
 - Convenience and "oil and gas" retailers;
 - Mass merchandise;
 - Drug retailers;
 - Dollar/value stores;
 - Quick serve and all other types of restaurants (including home-delivered pizza);
 - Institutional and "at-work" foodservice operations;
 - Video and music retailers;
 - Movie theaters and indoor entertainment venues;
 - Theme parks and outdoor attractions;
 - Sports venues
 - Airlines
 - Hotels
- and to use the University Marks for such purposes, including use with customers' Marks and branded products, provided no customers' Marks are used in such a way as to imply a sponsorship relationship between the customer and the University (unless one exists).

Sponsor's right to conduct Beverage promotions with retail customers takes priority over any exclusive marketing rights held by other University sponsors in the same retail channels (but only as to Beverage-related promotions). University has not, and shall not, during the Term enter into any agreement that would interfere with University's ability to reasonably approve Sponsor's customer marketing programs.

- (D) **Designations.** Sponsor will have the right to refer to Sponsor or Company Beverages in any marketing, advertising, or promotional activity or material as a "sponsor of" or the "official" or "exclusive" Beverage of University, the Campus, or the University Athletics in accordance with the Designations, as defined in EXHIBIT A.
- (E) **Sampling/Surveys.** Sponsor will have the right to sample and survey persons on Campus regarding Company Beverages or for other Beverage-related purposes, including, without limitation, at University home athletic events, and to survey persons on Campus regarding Company Beverages.
- (F) **Trademarked Cups/Souvenir Cups.** All Company Beverages sold, distributed, or served on Campus in disposable vessels will be served in Approved Cups. If University desires to make available non-disposable souvenir cups, artwork requires Company approval but shall follow guidelines such that all collectible non-disposable souvenir cups will bear only Company or only Company and University trademarks exclusively with equal share of the exterior cup surface. Under no circumstances will trademarks other than University or Company appear on any souvenir cup.
- (G) **Point-of-sale Materials.** Company Marks will be prominently displayed on all menu boards and all dispensing equipment at all foodservice/concession locations, and on all Company Beverage vending machines on Campus. Point-of-sale materials depicting Company Beverages, including translites and pictorials on dispensing equipment, will be clearly visible to the purchasing public at all foodservice and concession locations on Campus.
- (H) **Sports Drink Sidelines Rights.** University will use cups, coolers and equipment featuring POWERade® brand trademarks -- or if requested by Company, trademarks for any other Company Beverage -- on sidelines and players' benches, and in locker rooms for all intercollegiate athletic events on Campus. Company may also make such Company Beverage available for consumption by players, coaches and staff on the sidelines, player's benches, and in locker rooms.
- (I) **Hawking Rights.** University will sell Company Beverages using Company-trademarked materials, such as hawking trays, kiosks, themed mobile/push carts and themed umbrellas, if and to the extent provided by Sponsor. Company Beverages in 20-ounce bottles (or in such other packaging as Sponsor may reasonably determine from time to time) will be hawked in the stands during all University home football and basketball events, and during all other events at which items of any sort are hawked in the stands.
- (J) **Licensed Merchandise.** Subject to Exhibit G, Sponsor may create merchandise and promotional premiums bearing Marks of Company Beverages together with any of the University Marks. Sponsor will not pay any fees or royalties to University for this merchandise and promotional premiums, so long as it is distributed free of additional charge in connection with Company Beverages or

sold at a subsidized price. All other merchandise and promotional premiums will be subject to royalty rates and other terms to be negotiated in good faith. University agrees that the following items shall not be deemed to be licensed merchandise and royalties will not apply in any circumstances to any of the following that bear University Marks: cups; vessels; cans, bottles, commemorative cans, bottles or cups; multipack wraps and all other forms of packaging; beverage dispensing equipment; and point-of-sale, advertising, merchandising or promotional materials; and Sponsor will have the right to produce or have its own third-party suppliers produce such items and will not be required to use University-licensed suppliers.

- (K) **Internet Advertising.** The University has no links, nor any plan to have links, to advertisers or sponsors on its internet home page. In the event that during the term of this Agreement, the University determines to allow links to sponsors/advertisers on its internet home page, the University will discuss whether to include the Company's links at that time
- (L) **Digital Content.** University will provide Sponsor with digital content, which may include, without limitation, video highlights of University events, audio content of University theme songs, and screensavers for Sponsor to replicate and use as promotional premiums, including for use as rewards on Sponsor's "My Coke Rewards" loyalty program or other similar program. University will provide such digital content free-of-charge to the extent it is owned by the University, and University will assist Company in clearing any other third-party rights that may be required for such use, and will refresh the digital offerings periodically.

8. EXCLUSIVE ASSOCIATION; NO COMPETITIVE BEVERAGES

- (A) **No Association with Competitive Products.** Each of the rights and licenses granted to Sponsor under this Agreement is exclusive with respect to Beverages and University agrees that no Competitive Products will be associated, directly or indirectly, with University, the Campus, University Athletics, or the University Marks, on or off-Campus, whether through advertising, promotions or otherwise, including, without limitation, on any University-authorized internet or web site. Except as set forth with respect to Permitted Exceptions and Special Promotional Events, University shall not permit Competitive Beverages to be sold, dispensed, served, distributed, sampled or otherwise made available anywhere on Campus or in any way advertised, displayed, represented or promoted on Campus by any method or through any medium whatsoever (including, without limitation, print, broadcast, direct mail, coupons, handbills, displays, signage, internet and electronic/wireless). Further, to protect Sponsor's exclusivity, University makes the covenants set forth in Section 12 below and agrees that these covenants are essential to protecting Sponsor's exclusive association with University, the Campus and the University Marks. University understands that it is required to take certain actions, and refrain from certain actions, to comply with these covenants. University agrees that Sponsor has the right to assert remedies for any breach of these covenants, regardless of whether the breach results from the actions of a third party not under University's control.

(B) Steps to Stop Ambush Marketing. University will take all steps necessary or appropriate to stop third parties from associating Competitive Products with University. If any third party, including University's media partners, conferences, bowls and others with whom University has ongoing relationships, tries without Sponsor's consent to associate Competitive Products with University, the Campus or the University Marks, or tries to suggest, by statement or implication or otherwise, that Competitive Products are so associated, University will take reasonable steps to stop this "ambush marketing" and to protect Sponsor's exclusive association. These steps must include the following, as circumstances warrant:

- (i) complaining in writing to the violating party (e.g., via a cease and desist letter) and/or to the media; and
- (ii) instituting legal action, including suits for temporary and permanent injunctive relief, provided that this course of action is agreed to and approved by the Office of the Attorney General of the Commonwealth of Massachusetts.

Any party learning of ambush marketing will promptly notify the other parties of this activity.

(C) Third Party Compliance. University will ensure that all third parties operating on the Campus of the University, including without limitation retailers, foodservice operators, vending companies and concessionaires with Beverage operations on Campus, will comply with all applicable provisions of the Agreement. This provision does not apply to Competitive Products purchased off-Campus by students, faculty or their guests for personal consumption and not for distribution on Campus, nor to certain exceptions provided below relating to Special Promotional Events.

(D) No Third-Party Beverage Promotions. University will not grant any third party the right to conduct promotions involving Beverages or Beverage containers, cups, lids, or straws, including promotions that relate primarily to non-Beverage items but involve a Beverage, on a branded or unbranded basis, as a purchase requirement or promotional fulfillment. This provision applies even if the promotion involves a Company Beverage, unless Sponsor participates in the promotion

(E) Broadcasters, Licensing Agents, etc. University will not grant any rights to third parties (such as Broadcasters) that would permit such third parties to use those rights in association with Competitive Products. University will require all Broadcasters, licensing agents and other third parties who have the right to grant access to the University Marks to honor Sponsor's Beverage category exclusive marketing and associational rights, as set forth herein. However Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.

- (F) **Special Promotional Events:** During the Term, temporary signage (e.g., banners) for Competitive Products may be displayed on the Campus during Special Promotional Events (as defined in Exhibit A); provided, however, that (i) Sponsor's marketing, advertising, and promotional rights under this Agreement will not otherwise be affected during any such Special Promotional Event(s), (ii) Competitive Products will not be sold, distributed, dispensed, sampled, served, or otherwise made available during any such Special Promotional Event(s), (iii) Blockage of any signage Sponsor may have on the Campus will not occur during any such Special Promotional Event(s), except for incidental Blockage due to the construction and/or placement of a person, stage or other structure necessary to and actually used during the Special Promotional Event(s), and (iv) all temporary signage for Competitive Products will be promptly removed from the Campus upon the conclusion of the Special Promotional Event(s).
- (G) **NCAA and Intercollegiate Athletic Conference Promotional Programs:** The University reserves the right to participate in promotional programs involving intercollegiate athletic conference corporate partners (which may include a Competitive Product) when the program includes all institutions in the Atlantic-10 Conference. In the event that the University participates in a NCAA championship event, the University reserves the right to participate in promotional programs coordinated by corporate partners of the NCAA in which all event participants are featured (and which may include a Competitive Product). In the event that the University participates in a Bowl Championship Series or other post-season bowl game, tournament or other similar event, the University reserves the right to participate in a promotion with the corporate partners of said event if all event participants are involved (and which may include a Competitive Product) .

9. SIGNAGE AND MEDIA / ADVERTISING

Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the signage and media/advertising rights as provided in **EXHIBITS D and E**. Further, the parties agree that:

- (A) The text, graphics, and artwork for Coca-Cola's signage will be developed, created and produced by Coca-Cola, at Coca-Cola's sole cost. All costs for installation and for repair and maintenance will be charged against the UMass Athletics contractual marketing fund (Mullins Center will reimburse Athletics for these costs as associated with the Mullins Center In Venue signage as described in Exhibit D). This includes the cost of installing any replacement panels used to modify Coca-Cola's initial advertising message or graphics provided that such modification shall be limited to no more than once during the initial five-year Term and once during the five-year option period. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period. University shall not be responsible for the replacement of any panels damaged beyond repair, unless said damage was directly caused by University
- (B) The text, graphics, and artwork for Sponsor's print advertising will be developed, created and produced by Sponsor, at Sponsor's sole cost.

- (C) **No Obstructions.** Sponsor's signage on Campus must not be blocked by University or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or otherwise photograph the Campus. Recreations of the Campus (such as on maps or in video games) will recreate Sponsor's signage in accordance with its actual appearance and placement.
- (D) **Illuminated Signage.** University will supply the required electricity for all Sponsor's lighted signs and advertising panels — including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.
- (E) **Access to Signage.** At all reasonable times, University will provide Sponsor access to its signage to replace, remove, or modify it.

10. ENTERTAINMENT / HOSPITALITY / TICKETS TO SPONSOR

- (A) Throughout the Term, University will provide Sponsor, free and at no cost to Sponsor, the tickets and hospitality rights to University functions, athletic events involving University Athletics, and other special events associated with University as provided in **EXHIBITS D and E**.
- (B) University will make its athletic coaches available for charitable and promotional events mutually agreed upon by University and Sponsor.

11. EQUIPMENT AND SERVICE

- (A) Company will provide certain fountain Beverage dispensing equipment for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions:

Fountain Equipment. Company will lease to University without charge during the Term, Company approved dispensing equipment reasonably necessary to enable University to dispense a quality fountain Beverage. Initial locations of such fountain equipment shall be those locations listed in attached **Exhibit H**. Additions or deletions to those locations shall be upon mutual agreement of the parties, such agreement not to be unreasonably withheld. No Freestyle, ICEE® equipment, ice makers or water filters will be provided. All equipment provided by Company will at all times remain the property of Company and is subject to the terms and conditions of Company's lease agreement (the "Lease"), but no lease payment will be charged. The Lease terms are attached as **Exhibit F** and are a part of the Agreement.

Notwithstanding the foregoing, in the event that Freestyle equipment will be made available to University, such equipment will be the subject of a separate equipment agreement between the parties and fees will apply.

To the extent that fountain Beverage dispensing equipment leased from Company under this Agreement is located on premises that are owned, controlled or managed by a Concessionaire of University or other persons not party to this Agreement ("Concessionaires"), University will include provisions in its agreements with such Concessionaires that recognize that the equipment is owned by Company and that obligates the Concessionaires to honor the terms and conditions of the Lease.

- (B) **Fountain Service:** Company (or Bottler) will provide at no charge regular mechanical repair reasonably needed for fountain Beverage dispensing equipment. Replacement parts associated with these service calls will also be provided without charge. Any removal, remodel, relocation or reinstallation of dispensing equipment, flavor changes, summerize/winterize, line changes, or service necessitated by damage or adjustments to the equipment resulting from misuse, abuse, failure to follow operating instructions, service by unauthorized personnel, unnecessary calls (equipment was not plugged in, CO₂ or fountain syrup container was empty), or calls that are not the result of mechanical failure (collectively "Special Service Calls"), are not considered regular service and will not be provided free of charge. Charges for Special Service Calls will be charged at Company's (or Bottler's) then current rate and will be invoiced on a periodic basis. Charges will include labor, travel time, parts, and administrative costs.
- (C) **Bottle/Can Equipment.** Bottler will provide certain Beverage vending equipment and other cold-drink equipment (such as coolers) free-of-charge for use on Campus, and maintenance/repair service for such equipment, under the following terms and conditions: University will have the right to approve new physical locations, but will not unreasonably withhold its approval.

University represents and warrants that electrical service on Campus is proper and adequate for the installation of Bottler's equipment and University agrees to indemnify and hold Bottler harmless from any damages arising out of defective electrical service.

Bottler will follow mutually agreed procedures for stocking all vending equipment, providing refunds, documenting sales and paying commissions.

- (D) With respect to any equipment leased at a charge or loaned without charge by Company or Bottler to University, University agrees to the following regarding the equipment:
- i. upon the request of Company or Bottler, as applicable, University will execute reasonable documentation evidencing Company's and Bottler's ownership of their respective equipment;

- ii. that, except in the case of equipment that was not removed within two (2) weeks after expiration of the Term, which University may, at its option move, relocate or remove from Campus, the equipment will not be removed from the Campus without Company's or Bottler's written consent, as applicable;
- iii. that, except for liens that may be placed on the equipment by University to the extent of financial obligations owed to University by Company or Bottler under this Agreement, University will not encumber the equipment in any manner or permit any attachment thereto except as authorized by Company or Bottler in writing for their respective equipment; and
- iv. University will use its best efforts to prevent any loss or damage to the equipment, reasonable wear and tear excepted, whether caused by University's employees, concessionaires, or agents, or by third parties such as students attending the University;

Bottler or Company shall be liable for any damage to their respective equipment due to vandalism. Upon request to the University, which request shall not be unreasonably withheld, vending machines subject to continued vandalism may be relocated or removed. Neither Company nor Bottler will be liable to University for damages of any kind arising out of delays in providing service to equipment on Campus.

- (E) University shall provide Bottler with such heat, water, electricity and ventilation devices as are necessary to operate the equipment provided. Bottler shall not permit its employees, agents, or servants to remove, alter, or make changes in any University equipment or premises without the express approval of the University.

Bottler shall be liable for the complete renovation of all or any part of the University premises which is damaged or destroyed by the acts or omissions of Bottler, its employees, officers, guests or invitees. Bottler shall return the premises, upon expiration or termination of this Agreement, to the University in the same condition that existed at the commencement of this Agreement, less reasonable wear and tear.

- (F) Sponsor will comply with all applicable health and sanitation laws, rules and regulations of the Federal Government, the Commonwealth of Massachusetts, the University, local municipalities, and the municipalities which house Sponsors' plants and facilities. Additionally, Sponsor shall:

- i. At all times keep in a clean, sanitary, neat and orderly condition the appearance of the vending areas, including Sponsor's equipment, fixtures and other personal property by (a) cleaning the outside of the machines as they are serviced; (b) cleaning up any spillage and/or overflows caused by malfunctions and/or servicing; (c) removing from the premises all cartons, trash, or refuse of any nature whatsoever which may accumulate and arise from the servicing of Sponsor's equipment; and (d) performing routine cleaning procedures on the interior of vending

- machines and during University vacation periods a major and detailed cleaning of all machines (both interior and exterior); and
- ii. Fully cooperate at all times with the University, its agents, and representatives in the testing of Sponsor's vending machines or devices and/or its products for the purpose of determining adherence to proper health and sanitation standards; and
 - iii. Authorize all health and sanitation agencies, public and private, local and state, to make available to the University at its request any and all information regarding health and sanitation reports and inspections.

12. REPRESENTATIONS, WARRANTIES, AND COVENANTS

12.1 By University. University represents, warrants, and covenants to Sponsor the following:

- (A) **Authority.** It has full power and authority to enter into this Agreement and to grant Sponsor the rights described in it.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of the Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (C) **Right to License Marks.** It has the exclusive right to license the University Marks.
- (D) **Non-Profit Status.** It is a non-profit institution self-operating a food and beverage service on Campus. All Beverages purchased hereunder are solely for University's use and will not be resold or otherwise made available to any third party who sells or distributes Beverages. University will provide Sponsor with prompt written notice of any third party retained by it to manage or operate a beverage service on Campus.
- (E) **No Conflicting Agreements.**
 - (i) It has not entered into, and during this Agreement's Term will not enter into, either of the following:
 - (a) any agreement that would prevent University from complying with this Agreement; or
 - (b) any agreement granting rights that are in conflict with the exclusive rights granted to Sponsor under this Agreement.
 - (ii) It will require third parties (possible examples include concessionaires, third-party food-service operators, vending

companies, licensing agents and Broadcasters) to comply with the relevant provisions of this Agreement.

12.2 By Sponsor. Each of Company and Bottler, solely as to itself, represents, warrants, and covenants to University the following:

- (A) **Authority.** It has the full power and authority to enter into this Agreement.
- (B) **Binding Obligation.** It has obtained all necessary approvals for its execution, delivery, and performance of this Agreement. It has duly executed and delivered this Agreement, which is now its binding legal obligation.
- (C) **No Conflicting Agreements.** It has not entered into, and during the Term will not enter into, any other agreement that would prevent it from complying with this Agreement.

13. OTHER TERMS AND CONDITIONS

- (A) Sponsor agrees to the University's Purchase Order Terms and Conditions as they exist as of the Effective Date.
- (B) Sponsor is an independent contractor and not an employee or agent of the University. No act or direction of the University shall be deemed to create an employer/employee or joint employer relationship. The University shall not be obligated under any contract, subcontract, or other commitment made by Sponsor.
- (C) Subject to applicable laws, Sponsor agrees that upon the request of the University, it will remove from the University's premises, permanently if so requested, any employee who, in the opinion of the University, is guilty of improper conduct, not qualified to perform the work assigned, or whose presence on the University's premises is deemed to be detrimental to its best interest.
- (D) Sponsor shall comply with all applicable local, state, and federal laws, regulations, and ordinances in the performance of its obligations under the Agreement. The University may require Sponsor to pay fines, penalties, and damages that may arise out of or may be imposed because of Sponsor's breach of failure to comply with the provisions of this Agreement.
- (E) In accordance with the terms and conditions of this Agreement, Sponsor represents that it is qualified to perform the services set forth herein and has obtained all requisite licenses and permits to perform the services. In addition, Sponsor agrees that the services provided hereunder shall conform to the professional standards of care and practice customarily expected of firms engaged in performing comparable work; that the personnel furnishing said services shall be qualified and competent to perform adequately the services assigned to them; and that the recommendations, guidance, and performance of such personnel shall reflect such standards of professional knowledge and judgment.

(F) Sponsor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Sponsor agrees to comply with all requirements of the statute in the performance of this Agreement.

(G) Sponsor shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. The Massachusetts Governor, Secretary of Administration and Finance, State Comptroller, State Auditor and Attorney General, along with the Federal grantor agency (if any) and the University, or any of their duly authorized representatives or designees shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records, and other compilations of data of Sponsor which pertain to the provisions and requirements of this Agreement. Such access shall include on-site audits, review, and copying of such records.

(H) Sponsor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap, or sexual orientation or a person who is a member of, applies to perform, or has an obligation to perform service in a uniformed military service of the United States, including the National Guard on the basis of that membership, application or obligation. Sponsor agrees to comply with all applicable Federal and State employment statutes, rules, and regulations.

(I) Neither party shall be liable to the other or be deemed to be in breach of this Agreement for any failure or delay in rendering performing arising out of causes beyond its reasonable control and without its fault or negligence. Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delay excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

(J) The University is exempt from federal excise, state, and local taxes; therefore, sales to the University are exempt from Massachusetts sales and use taxes. If the University should become subject to any such taxes during the term of this Agreement, the University shall reimburse Sponsor for any cost or expense incurred. Any other taxes imposed on Sponsor on account of this Agreement shall be borne solely by Sponsor.

(K) Sponsor certifies that under penalties of perjury that pursuant to Mass. Gen. Laws ch. 62C. § 49A, that Sponsor has filed all state tax return, paid all taxes and complied with all applicable laws relating to taxes; and that pursuant to Mass. Gen. Laws ch. 151A § 19(b) has complied with all laws of the Commonwealth relating to contributions and payment in lieu of contributions to the Employment Security System;

and if applicable, with all laws of the Commonwealth relating to Worker's Compensation, Mass. Gen. Laws ch. 152 and payment of wages, Mass. Gen. Laws ch. 149 § 148.

(L) Pursuant to federal law, Sponsor shall verify the immigration status of all workers assigned to the Agreement without engaging in unlawful discrimination; and Sponsor shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

(M) Massachusetts imposes a 6.25% sales tax on certain beverage sales to persons other than students. It shall be the responsibility of Sponsor to file sales tax returns and pay any sales tax due on vending machine beverage sales.

14. CONFIDENTIALITY

To the extent permitted by Massachusetts law, University agrees that the amount of Sponsorship Fees to be paid to University by Sponsor under this Agreement, and the other terms and conditions hereunder, will be kept confidential by University, its agents, employees, and representatives and will not be disclosed in any manner whatsoever, in whole or in part, to any third party by University or its agents, employees, or representatives. The foregoing obligations regarding confidentiality will remain in effect for a period of three (3) years after the termination or expiration of this Agreement. The parties hereby expressly acknowledge and agree that the University is subject to Section 10 of Chapter 66 of the Massachusetts Governing Laws governing the release of public records. University will give Sponsor prompt written notice of any disclosure of Agreement terms that appears to be required by law, so that Sponsor may assert any exemptions from or defenses to disclosure that may be available. For educational requests from students or faculty of the University, University may disclose the Agreement terms to those students or faculty without providing written notice to Sponsor.

15. TERMINATION AND REMEDIES

This Agreement may be terminated prior to the expiration of the Term under the following circumstances:

15.1 University's Termination Rights. In addition to other legal and equitable remedies, University may terminate this Agreement if any of the following events occurs:

- (A) **If Company or Bottler Doesn't Pay.** University may terminate if Company or Bottler fails to make any payment to University under this Agreement, and if this default continues for forty-five (45) days after both Company and Bottler receive written notice of the default. But University may not terminate if the payment failure is due to University's failure to perform, any loss of Sponsor's rights or a bona fide dispute between the parties.
- (B) **If Sponsor Breaches.** University may terminate if Sponsor breaches any other material term of this Agreement and Sponsor fails to cure the breach within 45 days of receiving written notice of the breach.

(C) If Sponsor Becomes Insolvent or Bankrupt.

- (i) University may terminate immediately upon written notice if Company or Bottler does any of the following:
 - a) becomes unable to pay its liabilities when due;
 - b) makes an assignment for the benefit of creditors;
 - c) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - d) has a receiver appointed for any portion of its business or property; or
 - e) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (ii) University does not have the right to terminate because of Bottler's insolvency or other financial instability as described above if Company agrees in writing to assume all of Bottler's obligations under this Agreement.

15.2 Sponsor's Termination Rights. In addition to other legal and equitable remedies, Sponsor may terminate this Agreement if any of the following events occurs:

- (A) If University Breaches.** Sponsor may terminate if University breaches any material term or condition of this Agreement and fails to cure the breach within 45 days of receiving written notice of the breach.
- (B) If University Becomes Insolvent or Bankrupt.** Sponsor may terminate immediately upon written notice if University does any of the following:
 - (i) becomes unable to pay its liabilities when due;
 - (ii) makes an assignment for the benefit of creditors;
 - (iii) files a voluntary petition in bankruptcy or is adjudicated bankrupt or insolvent;
 - (iv) has a receiver appointed for any portion of its business or property; or
 - (v) has a trustee in bankruptcy or trustee in insolvency appointed for it under federal or state law.
- (C) If University Loses Authority.** Sponsor may terminate if University's authority to convey any of the rights in this Agreement expires or is revoked, in whole or in part.

- (D) **If Campus Closes.** Sponsor may terminate this Agreement upon one hundred twenty (120) days written notice to University if a portion of the Campus is closed, other than in connection with regularly scheduled breaks, for any reason, even if beyond the reasonable control of University, for a period of more than one hundred twenty (120) consecutive days and during that period, sales of Company Beverages on Campus decrease by more than 20%, as compared to sales during the same period occurring twelve (12) months earlier. Given that any reduction in sales of Company Beverages may not be known at the time of written notice from Sponsor to University, such written notice shall only address the Campus closure.
- (E) **Decrease in Sales.** If University sales of Sponsor Beverages on Campus decrease in non-vended cases by more than twenty percent (20%) below the "Sales Baseline" in any Agreement Year, then Sponsor shall inform University by written notice of such decrease and the parties will commence good faith negotiations for a period of thirty (30) days after such notice to reach agreement on a marketing plan ("Remedial Marketing Plan") to restore such sales to the Sales Baseline or above in the then current Agreement Year. The Remedial Marketing Plan shall be implemented by University immediately following such agreement. In the event Sponsor and the University fail to reach agreement on a Remedial Marketing Plan within such thirty (30) day period, or in the event such non-vended case sales remain below the Sales Baseline in the Agreement Year addressed in such marketing plan, Sponsor may seek to adjust the Sponsorship Fees and other consideration to be paid to University to fairly reflect the diminution of the value of volume on campus. If Sponsor notifies University that it is seeking such an adjustment and University disagrees with the amount of the adjustment, Sponsor and University will commence good faith negotiations to reach an agreement on the amount of the adjustment and the reduction in benefits to be provided Sponsor, if any. If the parties fail to reach an agreement within thirty (30) days of such notice by Sponsor, then Sponsor may terminate this Agreement one hundred twenty (120) days after written notice to University.
- (F) **Written Notice Required.** Sponsor must give forty-five (45) days written notice to University when exercising any of its termination rights under Sections (C) or (D) above.

16. REFUNDS AND ADJUSTMENTS

- (A) **Refunds.** If the Agreement is terminated prior to its scheduled Term expiration for any reason whatsoever, then University will refund to Sponsor a *pro rata* portion of all sponsorships that have been paid but not earned as of the date of termination (or the date of breach, if earlier).
- (B) **Extension of Term.** If the Campus or any material component of the Campus is closed for more than thirty (30) consecutive calendar days, but less than ninety (90) consecutive calendar days, and such closure results in a material loss to

Sponsor of Beverage sales or marketing opportunities under this Agreement, Sponsor will have the right, at its sole option, to extend the Term of this Agreement for a corresponding period for no additional fees, whether or not such closure is due to a cause beyond the reasonable control of University.

(C) Other Adjustments to Sponsorship. If:

- (1) any of the rights or benefits granted to Sponsor are materially restricted or limited (such as by, but not limited to, breach of exclusivity or ambush marketing) during the Term;
- (2) the overall volume of Company Beverage sold to the University or the volume of any particular package size of Company Beverages decreases for any reason in any twelve month period by 20% or more over the prior twelve month period; or
- (3) any material component of the Campus is closed for a period of more than one hundred twenty (120) consecutive calendar days;

then in addition to any other remedies available to Sponsor, Sponsor may elect to adjust the Sponsorship Fees and other consideration to be paid to University to fairly reflect the diminution of the value of rights granted to Sponsor (and University will pay Sponsor a refund of any prepaid amounts in excess of the reduced Sponsorship Fees). If University disagrees with the amount of the adjustment proposed by Sponsor, then University shall inform Sponsor in writing of such disagreement and the parties will commence good faith negotiations to reach agreement on an adjustment. If University and Sponsor have not agreed on an adjustment within thirty (30) days of such notice by University, then Sponsor may immediately terminate this Agreement upon written notice to University.

17. INDEMNIFICATION

17.1 Sponsor Obligations. Except as otherwise provided by Section 17.2 below, or unless otherwise provided by law, the Sponsor shall defend, indemnify and hold harmless the Commonwealth, the University, its agents, officers and employees against any and all liability, loss, damages, penalties, costs, or expenses for personal injury or damage to real or tangible personal property which the University may sustain, incur, or be required to pay resulting from, arising out of, or in connection with the services performed or delivered under this Agreement by reasons of acts, inactions, omissions, negligence, or reckless or intentional misconduct of the Sponsor, its agent(s), officers, employees, or subcontractors, provided that the Sponsor is notified of any claim within a reasonable amount of time after the University becomes aware of it. In no event shall any negotiated settlement agreement be binding on the University without the University's written concurrence. This Section 17.1 states Sponsor's sole obligation with regard to providing indemnification in regard to the subject matter of this Agreement; provided that nothing in this Agreement shall be construed to limit or restrict the indemnity obligations of the Sponsor stated in the Combined Non-Exclusive License

Agreement to Use Certain Marks of the University of Massachusetts Amherst, attached as **EXHIBIT G**.

17.2 Limitation on Obligations. Sponsor has no obligation to indemnify, defend, or hold another harmless for any claims, suits, liabilities, costs, or expenses to the extent caused by the acts, omissions, or negligence of the party seeking indemnification.

18. MISCELLANEOUS PROVISIONS

18.1 Entire Agreement. This Agreement, together with any other exhibits referenced therein, (i) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any previous or contemporaneous oral or written agreement between the parties regarding such subject matter, and (ii) may be amended or modified only by a written instrument signed by a duly authorized agent of each party. This Agreement does not invalidate or amend any other agreement between University and Sponsor (or between affiliates of University and Sponsor) with respect to other subject matter.

18.2 Modification. This Agreement can be modified or changed only by a written instrument signed by all parties.

18.3 Retained Rights. This Agreement does not give any party any interest in or the right to use the trademarks of another party except as specifically authorized in this Agreement. Even if use of a party's trademarks is specifically authorized, the trademarks remain solely that party's property, and no joint ownership can arise because of the other party's use under this Agreement. This Agreement does not make any party the agent of another party, nor does it create any partnership or joint venture between University and Sponsor.

18.4 Insurance.

(A) Sponsor, in its own name as insured, shall secure and pay the premium or premiums on policies of insurance for the following minimum amounts of coverage:

1. Commercial General Liability - \$2,000,000 per occurrence; \$4,000,000 aggregate limit. Coverage limits should include bodily injury and property damage. The policy should also provide coverage for Product Liability including liability as described in Exhibit G, Section 14. The University shall be an additional insured on vendor's liability endorsement with respect to the Agreement.

2. Automobile Liability Insurance covering owned, non-owned, and hired vehicles with combined limits for bodily injury and property damage of at least one million dollars (\$1,000,000) per accident.

3. Workers' Compensation Insurance in compliance with applicable federal and state laws, including Employers Liability Insurance with limits of at least one million dollars (\$1,000,000) per occurrence.

(B) Each policy or policies shall cover all of Sponsor's operations hereunder; it is not thereby the intent of the above listing to limit the types of insurance required herein.

- (C) Acceptable Insurance Carriers. All insurance maintained by Sponsor pursuant to the Agreement shall be written by insurance companies licensed to do business in the Commonwealth of Massachusetts. If Sponsor determines that any such insurance needs to be placed with surplus line carriers not licensed by the Commonwealth of Massachusetts, written permission from the University is required. All insurance companies to be used by Sponsor must have a Best's Rating of not less than A- and be reasonably acceptable to the University.
- (D) University As Beneficiary and Additional Insured. All insurance maintained by Sponsor must include a waiver of subrogation and shall provide that insurance for the benefit of the University shall be primary and the University's own insurance shall be non-contributory. Sponsor shall provide the University written evidence of insurance prior to the execution of the Agreement and annually when the policy is renewed. Sponsor's General Liability Insurance and Automobile Liability Insurance shall include or be endorsed to include the Commonwealth, the University, the University of Massachusetts Building Authority, Global Spectrum and the Trustees, Officers, servants, employees, as an additional insured. Additional insured status must be evidenced on the certificate of insurance
- (E) Notice of Coverage Changes. Sponsor agrees that thirty (30) days prior to any cancellation or non-renewal of the insurance policies referenced above, or material change to such policies decreasing the coverage to an amount that does not meet the Agreement's minimum insurance requirements, Sponsor or its designee will notify the University of such changes. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the University shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.
- (F) Compliance. Sponsor's failure to provide or to continue in full force and effect the insurance requirements required herein shall be a material breach of the Agreement, and may, at the sole determination of the University, result in termination of the Agreement for cause.

18.5 Release, Discharge, or Waiver. A party's release, discharge, or waiver of any of this Agreement's terms or conditions is effective only if in writing and signed by that party. A party's specific waiver does not constitute a waiver by that party of any earlier, concurrent or later breach or default. No waiver occurs if a party either fails to insist on strict performance of this Agreement's terms or pays or accepts money under this Agreement with knowledge of a breach.

18.6 Severability. If any portion of this Agreement is severed, that is, held indefinite, invalid, or otherwise unenforceable, the rest of this Agreement continues in full force. But if the severance of a provision affects a party's rights, the severance does not deprive that party of its available remedies, including the right to terminate this Agreement.

18.7 Assignment.

- (A) **By University.** Because this Agreement is for rights unique to University, none of University's rights or obligations may be assigned, by operation of law or otherwise, without Sponsor's prior written consent. Any assignment that violates the terms of this provision is void.
- (B) **By Sponsor.** Company and/or Bottler may assign all or part of its rights and obligations under this Agreement to any licensed Company bottler, Company or any of Company's subsidiaries upon providing written notice to University.

18.8 Survival. A party's obligations (if any) to observe confidentiality and to provide refunds, indemnification and rights of first refusal survive the expiration or termination of this Agreement.

18.9 Notices. Any notice or other communication under this Agreement must be in writing and must be sent by registered mail or by an overnight courier service (such as Federal Express) that provides a confirming receipt. A copy of the notice must be sent by fax when the notice is sent by mail or courier. Notice is considered duly given when it is properly addressed and deposited (postage prepaid) in the mail or delivered to the courier. Unless otherwise designated by the parties, notice must be sent to the following addresses:

(A) Notice to Company.

The Coca-Cola Company,
acting by and through Coca-Cola North America
One Coca-Cola Plaza
Atlanta, Georgia 30313
Attention: Vice President, Strategic Marketing Finance and Business Affairs
Copy to: danajohnson@coca-cola.com
Copy to: Group Counsel, Coca-Cola North America

(B) Notice to Bottler.

Coca-Cola Refreshments USA, Inc.
180 Silvio Conte Drive
Greenfield, Massachusetts 01301
Attention: District Sales Manager

(C) Notice to University.

University of Massachusetts - Amherst
374 Whitmore Building
Amherst, Massachusetts 01003
Attention: Chancellor

With a copy to:
University of Massachusetts - Amherst
340 Whitmore Building
Amherst, Massachusetts 01003
Attention: Ruth Yanka, Contract Administrator

18.10 Counterparts. This Agreement may be executed in two or more counterparts.

18.11 Headings. All headings are for reference purposes only and must not affect the interpretation of this Agreement. All references to "days" in this Agreement mean calendar days, unless business days are expressly stated. All references to "including" mean "including without limitation".

19. GOVERNING LAW

This Agreement is governed by and must be interpreted under Massachusetts law, without giving effect to any applicable conflict or choice-of-law provisions.

IN WITNESS WHEREOF, the undersigned have caused this sponsorship to be duly executed.

<p><i>(AP)</i></p> <p>The Coca-Cola Company, acting by and through Coca-Cola North America By:  (10/17/14) 10/22/14</p> <p>Print Name: <u>Sharon J. Buyers</u> Title: <u>SVP Sport + Ent Mktg</u></p> <p>Coca-Cola Refreshments USA, Inc. By:  11/4/14</p> <p>Print Name: <u>Pam Stewart</u> Title: <u>RVP - FSOP</u></p>	<p>University of Massachusetts - Amherst By:  AS</p> <p>Print Name: _____ Title: JAMES P. SHEEHAN Vice-Chancellor Administration & Finance</p>
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EXHIBIT A

DEFINITIONS

Certain capitalized words or phrases are used throughout this document. Such words or phrases have the following meanings:

1. "Agreement Year" means each twelve-month period during the Term commencing on August 1 and ending on July 31.
2. "Approved Cups" means those certain cups designated or approved by Company bearing Company trademarks or Company and University trademarks on 100% of the exterior cup surface.
3. "Athletic Facilities" means all of University's athletic facilities and surrounding grounds, including without limitation all associated press boxes, players' benches and locker rooms but does not include areas and facilities where only intramural sports are conducted.
4. "Athletic Marks" means the Marks of University Athletics and the Athletic Facilities. Examples of Athletic Marks includes team names, uniforms, logos and emblems.
5. "Beverages" means all carbonated, non-carbonated, Isotonics (drinks intended to replenish nutrients lost through heavy exertion or sports), energy drinks (drinks containing additives or stimulants associated with activity), alternative milk products (shelf-stable, protein and nutrient enriched, non-dairy drinks), natural or artificially flavored beverages for independent consumption and for use as mixers with alcoholic beverages, non-alcoholic beverages with nutritive or non-nutritive sweeteners, ready to drink tea, juice or juice containing drinks, water and all drink or beverage bases, whether in the form of syrups, powders, crystals, concentrates, or otherwise, from which such drinks are made. Beverage products are exclusive of items such as milk, coffee, brewed tea, and non-alcoholic beer and wine and similar non-alcoholic beverages, alcoholic beverages, and spring water dispensed through water coolers in five gallon containers under the Commonwealth of Massachusetts contract. For the avoidance of doubt "flavor enhancers", "liquid water enhancers", and non-alcoholic beverages sold as "shots" or "supplements" are considered Beverages. Any drink medically related to patient care (served at the request of a health care professional or patient) and any product used for academic research are also excluded from this definition.
6. "Blockage" means the alteration, dimming, or obscuring of advertising for whatever reason, including by electronic manipulation or the electronic insertion of virtual signage for Competitive Products. "Blocked" has a corresponding meaning.
7. "Broadcaster" means any person or entity that for any business purpose broadcasts, distributes, prints, syndicates, televises, or publishes by any means (including electronically via the internet or wireless devices) any photograph, film, videotape, or

other recording or rendering of all or part of the Campus, any University Team game, or any other Campus event. "Broadcast" has a corresponding meaning.

8. "Campus" means all buildings and grounds owned, leased, controlled by or operated by the University during the Term, whether currently existing or built or acquired during the Term, including without limitation all academic buildings, branded or unbranded food service outlets, vending locations, Athletic Facilities, auditoriums, theatres, housing and medical facilities, convenience stores, retail outlets, areas and facilities where intramural sports are conducted, Mullins Center, and the University Fine Arts Center.
9. "Company Beverages" means Beverages manufactured, distributed, marketed or sold under trademarks or brand names owned or controlled by or licensed for use by Company.
10. "Competitive Products" means all Beverages that are not Company Beverages, and any products or entities, whether or not Beverages, marketed under Beverage trademarks that are not Company Marks (e.g., "Gatorade Energy Bars," "PepsiCo").
11. "Concessionaire(s)" means University's third party food and beverage concessionaires.
12. "Designations" means (1) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of the University of Massachusetts Amherst [or UMass]"; (2) "Official Soft Drink [or Juice, Tea, Sports Drink, etc.] of the Minutemen;" and (3) "Official Sponsor of the University of Massachusetts Amherst [or UMass]."
13. "Fresh Milk" means that liquid taken from female mammals for human consumption, and which may be pasteurized, homogenized, and/or have calcium and/or vitamins A and D added. Fresh Milk shall not include milk to which sweeteners, flavorings, fruit juice, carbonation, protein, minerals, vitamins (other than vitamins A and D), whey, caseins, cultures, tea, coffee or other ingredients have been added. Fresh Milk does not include liquids that may be commonly described as "milk" but which do not meet the preceding definition of "Fresh Milk," such as coconut water or "Muscle Milk."
14. "Full Service Beverage Vending" means that Bottler will place vending machines on the Campus, stock the vending machines and collect all proceeds from the sale of Company Beverages through such vending machines.
15. "Mark" means, with respect to any party, any trademark, trade name, service mark, design, logo, slogan, symbol, mascot, character, identification, or other proprietary design now or in the future owned, licensed, or otherwise controlled by that party.
16. "NCAA" means the National Collegiate Athletic Association.

17. "Sales Baseline" means standard physical cases purchased by University under this Agreement from August 1, 2014 through July 31, 2015.
18. "Special Promotional Events" means and is limited to sporting events, concerts, theatrical or comedic performances, conventions, trade shows, and/or other events occurring on the Campus and having a duration of three (3) or less days. Each of the above also must meet the following additional requirements: (a) the event must be sponsored by a manufacturer, distributor, or marketer of Competitive Products under a sponsorship agreement with the owner or operator of the subject event (e.g., the NCAA or University's intercollegiate athletics conference, a concert or theatrical production company, or a trade show or convention production company), but not with University or its agents; (b) it must be conducted on a statewide, regional or national basis; and (c) the sponsorship agreement referred to above must require on-site advertising for such Competitive Products.
The private, personal consumption of Competitive Products by players, coaches, musicians, actors, comedians, or other entertainment personalities appearing and performing on the Campus is allowed and will not be considered a Special Promotional Event. University will provide Sponsor with prior written notice of each event which University intends to designate as a Special Promotional Event; and also will use its best efforts to provide such written notice to Sponsor at least thirty (30) calendar days prior to the subject event.
19. "Sports Drink" means a bottled ready-to-drink non-carbonated Beverage which (i) is labeled or marketed as a "sports drink" or "thirst quencher" AND (ii) is intended to be consumed for fluid replacement AND (iii) contains electrolytes such as sodium, potassium and/or magnesium and/or carbohydrates such that the beverage is "isotonic" or "hypertonic." Sports Drinks shall NOT include any Beverage products (i) which are flavored with or marketed as a "cola;" OR (ii) labeled or marketed under a trademark or tradename associated with a Covered Beverage (e.g. "Pepsi Sports Drink"); OR (iii) labeled or marketed as a "water" (e.g. "Propel Fitness Water"); OR (iv) labeled or marketed as an "Energy Drink" or as providing energy or power (e.g. "Gatorade Energy Drink"); OR (iv) that contain juice, juice concentrate, coffee, tea, or milk as an ingredient.
20. "University Marks" means any and all Marks owned or controlled by University, including all marks of the University and the Campus. University Marks shall include all Athletic Marks. Examples of University Marks include the University's name, logo and emblems.
21. "University Athletics" means the University Athletic department, all University intercollegiate athletic teams and events, University varsity athletic coaches, and the University Athletic Director.

EXHIBIT B
Beverage Vending Commissions
(for Full Service Beverage Vending only)

<u>Product</u>	<u>Commission %</u>	<u>Initial Vend Prices</u>
<u>Product</u>	<u>Commission %</u>	<u>Initial Vend Prices</u>
12 oz. Cans – CSD & NCB	40%	\$1.00
20 oz. PET – CSD	40%	\$1.75
16 oz. Monster Brands	40%	\$2.25
16 oz. Minute Maid juices	40%	\$1.75
20 oz. PET – POWERADE	40%	\$1.75
20 oz. PET - DASANI	40%	\$1.50
16 oz. Honest Tea	40%	\$2.00
11.5 oz. Core Power	40%	\$3.00
20 oz. vitaminwater	40%	\$2.00
20 oz. FUZE	40%	\$1.75

Commissions will be paid based on cash collected, net of sales tax, recycling fees, debit card charges (as applicable), shortages, and any state-mandated deposit fees or other charges. Commissions shall only be paid on sales from vending machines filled and serviced by Bottler. Bottler reserves the right to adjust vend prices at any time in its discretion if mutually agreed upon by Bottler and University. Notwithstanding the foregoing, Bottler shall raise vending prices Twenty-Five Cents (\$0.25) at the beginning of Agreement Year 4 and Agreement Year 7 (provided University extends the Agreement).

EXHIBIT C
Product Pricing

Prices to University:

Fountain Products:

PRODUCT by trade name	PACKAGING	SIZE	YIELD	COST to UNIVERSITY
Coca-Cola	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
Diet Coke	Bag in Box	5 or 2.5 Gallons	5.25 to 1	\$5.50 per gallon
Sprite	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
Cherry Coke	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
Dr Pepper	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
FUZE tea	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon

Fanta	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
POWERADE	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
Barqs	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
Sprite Zero	Bag in Box	5 or 2.5 Gallons	5.25 to 1	\$5.50 per gallon
Hi-C	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
MM Lemonade	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
Mello Yellow	Bag in Box	5 or 2.5 Gallons	4.75 to 1	\$5.50 per gallon
Coke Zero	Bag in Box	5 or 2.5 Gallons	5.25 to 1	\$5.50 per gallon

Gold Peak	Bag in Box	5 or 2.5 Gallons	5.25 to 1	\$5.50 per gallon
Vitamin water	Bag in Box	2.5 Gallons	4.75 to 1	\$6.05 per gallon
MM light Lemonade	Bag in Box	5 or 2.5 Gallons	5.25 to 1	\$6.05 per gallon

Price Adjustments – For Agreement Years two through ten (8/1/2015 – 7/31/2024), fountain prices will increase annually on the anniversary date of the Agreement for the Bag in Box products listed above and will be based on the same cent increase as in the Company's National List Price. The annual price increase will not exceed \$0.50 per gallon.

Juice Products:

Brand	SKU	2014 List Price (per Case)	Allowance (Per Case)	2014 Net Price * (per Case)
Minute Maid Orange Juice (5:1)	6401	\$101.77	\$25.00	\$76.77
Minute Maid Orange Guava Passionfruit (5:1)	6539	\$76.10	\$21.00	\$55.10
Minute Maid Cranberry (4.7:1)	6330	\$114.55	\$35.00	\$79.55
Minute Maid Apple (6:1)	6501	\$104.53	\$25.00	\$79.53
Minute Maid Raspberry Lemonade (5:1)	6454	\$61.72	\$15.00	\$46.72
Minute Maid Apple Juice Drink (6:1)	6332	\$95.87	\$25.00	\$70.87
Minute Maid Lemonade (6:1)	6476	\$56.30	\$14.00	\$42.30
Minute Maid Grape (5:1)	6504	\$73.88	\$18.00	\$55.88
Hi-C Fruit Punch (5:1)	6505	\$55.22	\$15.00	\$40.22
Five Alive Citrus (5:1)	3430	\$71.98	\$11.00	\$60.98

Price Adjustments – Prices for Minute Maid Frozen Juice Concentrate will be the Company's then current list price less the Allowance in the schedule above. Allowances will be held firm for the term of the Agreement. Net Price will adjust as the National List price changes from time to time and will be calculated by the Company's then current list price less allowance equals net price.

*Net Price does not include distributor mark up or freight.

Bottle/Can Products:

Product (by trade name)	Packaging	Size	Cost to University
Coca-Cola Brands	2 Ltr.	8 per case	\$10.03
Coca-Cola Brands	7.5 oz. cans	24 per case	\$9.40
Coca-Cola Brands	10 oz. glass	24 per case	\$11.80
Coca-Cola Brands	12 oz. cans	24 per case	\$7.78
Coca-Cola Brands	20 oz.	24 per case	\$17.00
Coca-Cola Brands	1 Ltr.	12 per case	\$11.26
DASANI	12 oz.	24 per case	\$11.87
DASANI	500 ML	24 per case	\$7.78
DASANI	20 oz.	24 per case	\$10.00
DASANI	1 Ltr.	12 per case	\$10.70
fruitwater	16.9 oz.	24 per case	\$21.23
vitaminwater	12 oz.	24 per case	\$23.60
vitaminwater	20 oz.	24 per case	\$22.90
smartwater	1 Ltr.	12 per case	\$17.00
Core Power	11.5 oz.	24 per case	\$55.62
smartwater	700 ML	24 per case	\$26.28
Minute Maid Juices	10 oz.	24 per case	\$13.79
Minute Maid Juices	450 ML	24 per case	\$22.00
Gold Peak	18.5 oz.	24 per case	\$26.92
FUZE	16.9 oz.	24 per case	\$26.06
Honest Tea	16.9 oz.	24 per case	\$29.68
smartwater	1.5 Ltr.	12 per case	\$27.50
Energy Brands	16 oz.	24 per case	\$35.31
POWERADE	12 oz.	30 per case	\$16.06
POWERADE	20 oz.	24 per case	\$17.43
POWERADE	32 oz.	12 per case	\$16.88
Energy Brands	24 oz.	24 per case	\$49.44
DASANI, MM Juice Drops	1.9 oz.	24 per case	\$64.56
POWERADE and vitaminwater Zero Calorie Drops	3 oz.	24 per case	\$64.56
Illy Coffee	9.5 oz.	24 per case	\$39.05
Coca-Cola Brands	8 oz. glass	24 per case	\$13.66
NOS Energy	22 oz.	24 per case	\$50.92

Odwalla Current Pricing:

- Odwalla Juice – 15.2 oz. \$2.15 per unit
- Odwalla Bars \$0.88 per unit
- Simply Juice – 11 oz. \$1.19 per unit

Price Adjustments – Such prices for Bottle/Can products (including Odwalla products) shall remain in effect until July 31, 2015. Thereafter, such prices will be subject to an annual increase of no more than three percent (3%) over the previous Agreement Year's price, except in the event of an increase in a component of Bottler's cost of goods, manufacture or delivery, or increases in taxes, deposits and other government related fees in which case Bottler may increase prices to cover such increased costs. Annual price increases shall occur automatically on August 1.

EXHIBIT D
Signage, Other Advertising and Tickets – UMass Sports Properties, LLC

To be provided by UMass Sports Properties, LLC to Sponsor each Agreement Year.

Official Designations

- Coca-Cola will be named the “Official Soft Drink (or Juice, Tea, Sports Drink, etc.) of the Minutemen (or UMass Athletics)”; this designation is an exclusive designation in the Beverage category, and is defined as any/all carbonated beverages; bottled water; and electrolyte drinks.
- Coca-Cola will be named the “Official Protein Milk of UMass Athletics”; this designation is an exclusive designation in the Protein Milk category, and is defined as any protein replenishment drink.
- Coca-Cola will receive the right to use these designations, and approved marks and logos of the Athletic Program in advertising and marketing materials; all use to be pre-approved by University.

Digital Marketing

- Coca-Cola will receive online advertising exposure on www.umassathletics.com, the official website of UMass Athletics
 - Total Impressions Per Contract Year: 500,000
 - Locations: Leaderboard and Story Ads; homepage and ROS
 - Coca-Cola to provide the 728x90 Leaderboard Ad artwork in a 40k file; either.gif, .jpg, or Flash format.
 - Coca-Cola to provide the 300x250 Story Ad artwork in a 40k file; either.gif, .jpg, or Flash format.
 - Coca-Cola to provide a Click-Through URL for ad landing page
- Coca-Cola will receive logo recognition as a sponsor in each issue of the “Minutemen News”; a weekly e-newsletter sent to 12,000 + Fans during the academic year.
 - Coca-Cola logo will be located above the scroll line on every issue.
 - Coca-Cola will provide a logo with click-thru URL.

Radio

- Coca-Cola will receive one (1) :30sec commercial in each Football, Men’s Basketball, and Ice Hockey game broadcast.
- Coca-Cola will receive one (1) sponsored LIVE element/vignette in each Football, Men’s Basketball, and Ice Hockey game broadcast.
- Coca-Cola will receive one (1) :30sec commercial in each Football, Men’s Basketball, and Ice Hockey “Coach’s Show” broadcast.
- Coca-Cola will receive opening and closing billboards in all game broadcasts and coaches shows.

Television

- Coca-Cola will be a presenting partner of the weekly “UMass Sports Insider” show
 - Show airs weekly for 27 weeks; September through March.
 - Coca-Cola will receive two (2) :30 sec commercials in all airings of the UMass Sports Insider Show.
 - Coca-Cola will be tagged in all in/out cues of show.

Signage

The Mullins Center:

In Venue:

- Coca-Cola will receive a pair of fixed, backlit scoreboard panels inside the Mullins Center arena; one at each end of the arena.
- Coca-Cola will receive one (1) fixed, backlit signage panel on the Concourse.

Men's & Women's Basketball:

- Coca-Cola will receive center court, rotating signage displayed at all Men's and Women's home basketball games played at the Mullins Center. Approximate initial production and installation costs will be \$2,700.00.

Ice Hockey:

- Coca-Cola will receive two pairs (4 total) of dasher board signs, visible during all Men's Ice Hockey games played at the Mullins Center. Approximate annual replacement costs will be \$350 per pair; \$700 per contract year.

Outdoor Athletic Venues:

- Coca-Cola receives one pair (2 total) fixed panel signs inside the Alumni McGuirk Football Stadium. Approximate initial production and installation cost will be \$3,700.00.
- Coca-Cola receives one (1) two-sided A-frame sign visible at all UMass Football games played at Gillette Stadium. Location of sign will be television side, between the 10-yard line and the end zone.
- Coca-Cola receives one (1) fixed panel sign on the scoreboard at each of the following UMass Athletic Fields:
 - Garber Field: Home of UMass Men's Lacrosse, and Field Hockey
 - Sortino Field: Home of UMass Softball
 - Rudd Field: Home of UMass Men's & Women's Soccer
 - Lorden Field: Home of UMass Baseball

In-Game Marketing & Fan Engagement

Football:

- Coca-Cola will have the option to create and execute co-branded UMass Football marketing promotions that extend into Coca-Cola retail clients, and involve regional Coca-Cola Distributors.
 - Includes use of "Official Designations"; and use of UMass Athletics marks as provided in this agreement. Any/all promotions are subject to pre-approval by Learfield/UMass.
- Coca-Cola will have the option to staff one (1) 10'x10' pop-up tent in "MinuteFan Park" during the entire pre-game tailgate period (approximately 3 hours) prior to each home football game; includes all games at both McGuirk Stadium and Gillette Stadium.
- Coca-Cola will receive two (2) :15sec live Public Address reads, supported by static video board graphic, during each game played at McGuirk Stadium.
- Coca-Cola will receive two (2) :30sec commercials played on the video board during each game at Gillette Stadium.
- Coca-Cola will receive one (1) in-game fan promotion during each game; includes all games at both McGuirk Stadium and Gillette Stadium.

Men's Basketball and Ice Hockey:

- Coca-Cola will have the option to create and execute co-branded UMass Basketball and UMass Ice Hockey marketing promotions that extend into Coca-Cola retail clients, and involve regional Coca-Cola Distributors.
 - Includes use of "Official Designations"; and use of UMass Athletics marks as provided in this agreement. Any/all promotions are subject to pre-approval by Learfield/UMass.
- Coca-Cola will have the option to staff one (1) tabling location on the concourse for one (1) hour prior to any home men's basketball or ice hockey game. Learfield/UMass will provide table and 2 chairs; Coca-Cola to provide 2 weeks advance notice on game dates desired, and all promotional materials and staff. Any/all promotional materials are subject to pre-approval by Learfield/UMass.
- Coca-Cola will receive two (2) :15sec live Public Address reads, supported by static video board graphic, OR two (2) :30sec commercials played on the video board, during each game played at the Mullins Center.
- Coca-Cola will receive one (1) in-game fan promotion during each game played at the Mullins Center.

Game Sponsorships

- Coca-Cola will be the game day sponsor of one (1) Men's Basketball, and (1) Ice Hockey game each year; exact game to be mutually agreed upon. Benefits include:
 - Inclusion of Coca-Cola logo with "Game Presented By" acknowledgement on all paid advertising and promotion efforts leading up to chosen game.
 - Fifty (50) complimentary tickets to chosen game
 - **Exclusive** post-game "Meet & Greet" for your guests with the Head Coach.
 - Game sponsorship recognition on video board and public address system during game; includes an on-court/on-ice presentation to Coca-Cola Leadership Team by Learfield Sports/UMass.
 - Opportunity to provide a co-branded, promotional item giveaway to some/all fans in attendance.
 - Receive premier Fan Engagement Tabling location on concourse before game.

Print Exposure

- Coca-Cola receives the following print advertising exposure:
 - Full page, black & white advertisement in the Official UMass Football Game Day program sold at all Football games at McGuirk and Gillette Stadiums.
 - Full page, black & white advertisement in the Official UMass Men's Basketball Game Day program sold at all Men's Basketball games at the Mullins Center
 - Full page, black & white advertisement in the Official UMass Men's Ice Hockey Game Day program sold at all Men's Ice Hockey games at the Mullins Center
 - Logo recognition on pocket schedules/schedule cards for all sports
 - Logo recognition on all sport posters

Head Coach & Mascot Appearances

- Coca-Cola receives the option to request Head Coach and Mascot ("Sam the Minutemen") appearances, complimentary.
 - All requests must be sent in writing to your Learfield Sports contact, and must include a brief summary of the event (date, time, location, & context/audience). All requests will be handled in a timely manner, and confirmation will be based upon schedule/availability of the Head Coach or Mascot.

Season Tickets & Hospitality

- Coca-Cola will receive:
 - Twelve (12) season tickets to each UMass Football game at Gillette Stadium; seats will be in the Putnam Club Level; includes three (3) VIP parking passes.
 - Twelve (12) season tickets to each UMass Football game at McGuirk Stadium.
 - Twelve (12) season tickets to each home Men's Basketball, and Men's Ice Hockey game played at the Mullins Center; includes four (4) Mullins Parking Passes (1 Back Lot 67; 3 Side Lot 25).
 - Pre-Game Hospitality: Twelve (12) Pre-Game Reception Passes to each event held prior to Men's Basketball and Ice Hockey games in the Massachusetts Room (3rd floor) at the Mullins Center.
 - These pre-game receptions begin 90 minutes prior to game start time, and include complimentary food with a cash bar.

Other

- The text, graphics, and artwork for Coca-Cola's signage will be developed, created and produced by Coca-Cola, at Coca-Cola's sole cost. All costs for installation and for repair and maintenance will be charged against the UMass Athletics contractual marketing fund. Mullins Center will reimburse Athletics for these costs as associated with the Mullins Center In Venue signage as described above. This includes the cost of installing any replacement panels used to modify Coca-Cola's initial advertising message or graphics provided that such modification shall be limited to no more than one (1) time during the initial five-year Term and one (1) additional time during the five-year option period. University will repair any malfunction, damage or destruction to the panels or supporting structures within a commercially reasonable period. University shall not be responsible for the replacement of any panels damaged beyond repair, unless said damage was directly caused by University
- The text, graphics, and artwork for Coca-Cola's print advertising will be developed, created and produced by Coca-Cola, at Coca-Cola's sole cost.
- **No Obstructions.** Coca-Cola's signage on Campus must not be blocked by University or any third party. This includes Blockage during the Broadcast of any Team game or other Campus event. University will cause third parties to comply with this provision in all new or renewed agreements involving rights to Broadcast Team games or other Campus events, or otherwise photograph the Campus. Recreations of the Campus (such as on maps or in video games) will recreate Coca-Cola's signage in accordance with its actual appearance and placement.
- **Illuminated Signage.** University will supply the required electricity for all Coca-Cola's lighted signs and advertising panels -- including lighted concession advertising -- that advertise or promote Company Beverages. All these signs and panels must be fully illuminated at all events during which any signs in the same facility are illuminated.
- **Access to Signage.** At all reasonable times, University will provide Coca-Cola access to its signage to replace, remove, or modify it.
- **Digital Content.** Digital content, which may include, without limitation, video highlights of University events, audio content of University theme songs, and screensavers for Coca-Cola to replicate and use as promotional premiums, including for use as rewards on

Sponsor's "My Coke Rewards" loyalty program or other similar program will be provided free-of-charge to the extent it is owned by the University, and Coca-Cola will be assisted in clearing any other third-party rights that may be required for such use, and will refresh the digital offerings periodically.

- Broadcasters, Licensing Agents, etc. University will not grant any rights to third parties (such as Broadcasters) that would permit such third parties to use those rights in association with Competitive Products. University will require all Broadcasters, licensing agents and other third parties who have the right to grant access to the University Marks (including Athletics) to honor Coca-Cola's Beverage category exclusive marketing and associational rights, as set forth herein. However Broadcasters may sell in-game spot advertising for Competitive Products, so long as the spots do not display or refer to the University Marks (including Athletics) or otherwise associate the University, the Campus or the University Marks with Competitive Products through on-air mentions or on-screen images or text.

EXHIBIT E
Other Advertising and Tickets/Hospitality

FINE ARTS CENTER

- 14 tickets to sponsored events or events throughout season
- Full-page, full-color ad in six playbills plus message from CEO in sponsored events issue
- Display table in lobby at sponsored event or two events of choice
- Marketing package tailored to business needs and objectives plus co-op marketing opportunities
- Direct access to targeted groups
- Personalized assistance in reception and promotion planning
- Ad on flat screen monitor in Concert Hall lobby during month of sponsored shows
- Corporate logo on title page in evening's program and Symbols of Support section of playbill
- Acknowledgment from stage, subject to artists' approval
- Season long logo presence in FAC lobby.
- Special sponsor signage on event nights
- Logo and/or mention in area print and broadcast media, posters, press releases, direct mail and online
- 15% discount on additional tickets for employees / clients for sponsored events
- Invitation to special events

SOCCEFEST

- Official Sponsor of SOCCERFEST which provides exposure to nearly 4,500 soccer fans at a student run event growing in attendance and excitement every year

UMASS MAGAZINE

- 1 full page ad in all three editions of UMass Magazine which has a circulation of 180,000 (103,112 in New England).

ALUMNI ASSOCIATION: (*Signature events Homecoming Week, Distinguished Alumni Awards, Commencement Ball, and Alumni Weekend*)

- Name and/or logo and link on event websites and registration pages
- Name and/or logo on printed materials
- Recognition in email marketing
- Recognition in social media marketing
- Recognition in @UMASS and STUDENT@UMASS electronic newsletters
- Verbal acknowledgment at the events
- Opportunities to attend events and participate as appropriate
- On-site signage at events
- Recognition in post-event acknowledgements

MULLINS CENTER

- Sponsorship of multiple mutually agreed upon non-UMass athletic events at the Mullins Center
- Recognition in all media acknowledgments, printed materials, and publicity releases relating to the sponsored events
- Right to undertake store promotions, media promotions, and sale incentives with third-party retailers of the Sponsor's products including, but not limited to, sweepstakes, celebrity appearances, discount coupons, and premiums to stimulate market sales;
- Provision of a hospitality room to host guests for each sponsored event provided that Sponsor shall be responsible for the cost of any food and beverage served.

MINUTEMEN CLUB ANNUAL GOLF OUTING:

- Sponsorship of the annual golf outing to include 2 (two) foursomes in event, signage, exclusive soft drink provider during event and option to provide prizes and giveaways to participants.

EXHIBIT F

COCA-COLA NORTH AMERICA FOUNTAIN EQUIPMENT LEASE AGREEMENT

- 1. LEASE AGREEMENT AND TERM.** The Coca-Cola Company, through its Coca-Cola North America division, ("Company") hereby leases to the account identified on the attached Sponsorship Agreement ("Lessee") all fountain beverage dispensing equipment provided to Lessee (the "Equipment"), subject to the terms and conditions set forth in this Lease Agreement. Each piece of Equipment is leased commencing on its installation date (the "Commencement Date"). If this Lease is terminated with respect to any piece of Equipment for any reason prior to 100 months from the Commencement Date for that piece of Equipment unless Lessee has terminated the Sponsorship Agreement for an uncured breach by Company or unless a concessionaire has assumed the Lease Agreement, Lessee will pay Company the actual cost of removal of that Equipment, as well as the unamortized portion of the costs of (i) installation, (ii) non-serialized parts (e.g., pumps, racks and regulators) and other ancillary equipment, (iii) remanufacturing, and (iv) standard shipping and handling charges. The terms of this Lease will continue in effect with respect to each piece of Equipment until the Equipment has been removed from Lessee's premises and will survive the expiration or termination of the Sponsorship Agreement. Company agrees that it will not charge Lessee for any removals or reinstallations of equipment removed and relocated due to remodeling on campus if Lessee agrees to store Company's equipment on campus until the equipment can be reinstalled in new locations.
- 2. TITLE TO THE EQUIPMENT.** Title to the Equipment is, and will at all times remain, vested in Company. Lessee will have no right, title, or interest in or to the Equipment, except the right to quiet use of the Equipment in the ordinary course of its business as provided in this Lease. THE PARTIES AGREE, AND LESSEE WARRANTS, THAT THE EQUIPMENT IS, AND WILL AT ALL TIMES REMAIN, PERSONAL PROPERTY OF COMPANY NOTWITHSTANDING THAT THE EQUIPMENT OR ANY PART THEREOF MAY NOW BE, OR HEREAFTER BECOME, IN ANY MANNER AFFIXED OR ATTACHED TO, OR EMBEDDED IN, OR PERMANENTLY RESTING UPON, REAL PROPERTY OR IMPROVEMENTS ON REAL PROPERTY
- 3. USE OF EQUIPMENT.** Lessee agrees that the Equipment will be used to dispense only Company Products.
- 4. WARRANTY DISCLAIMER:** LESSEE ACKNOWLEDGES THAT COMPANY IS NOT A MANUFACTURER OF THE EQUIPMENT AND THAT COMPANY HAS MADE NO REPRESENTATIONS OF ANY NATURE WHATSOEVER PERTAINING TO THE EQUIPMENT OR ITS PERFORMANCE, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTIES RELATING TO THE DESIGN, CONDITION, QUALITY, CAPACITY, MATERIAL OR WORKMANSHIP OF THE EQUIPMENT OR ITS PERFORMANCE, OR ANY WARRANTY AGAINST INTERFERENCE OR INFRINGEMENT, OR ANY WARRANTY WITH RESPECT TO PATENT RIGHTS, IF ANY, PERTAINING TO THE EQUIPMENT. COMPANY SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF PROFITS, ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES, OR DAMAGES OF ANY NATURE WHATSOEVER, RESULTING FROM THE DELIVERY, INSTALLATION, MAINTENANCE, OPERATIONS, SERVICE OR USE OF ANY EQUIPMENT OR OTHERWISE.
- 5. MAINTENANCE AND REPAIRS.** Lessee's sole recourse against Company with respect to service provided by Company or its agents to the Equipment is that Company will correct any defective workmanship at no additional charge to Lessee, provided that Company is given prompt notification of any defective workmanship. Company shall not be otherwise liable for negligent acts or omissions committed in regard to maintenance or repair of the Equipment and Company assumes no responsibility for incidental, consequential or special damages occasioned by such negligent acts or omissions.
- 6. RISK OF LOSS.** All risk of loss, including damage, theft or destruction, to each item of Equipment will be borne by Lessee. No such loss, damage, theft or destruction of Equipment, in whole or in part, will impair the obligations of Lessee under this Lease, all of which will continue in full force and effect.
- 7. DEFAULT AND REMEDIES.** The failure of Lessee to comply with any provision of this Lease, and the failure of Lessee to remedy, cure, or remove such failure within ten (10) days after receipt of written notice thereof from Company shall constitute a "Default." Upon the occurrence of any Default or at any time thereafter, Company may terminate this Lease as to any or all items of Equipment, may enter Lessee's premises and retake possession of the Equipment at Lessee's expense, and will have all other remedies at law or in equity for breach of this Lease.
- 8. LIQUIDATED DAMAGES.** If Lessee is unable or unwilling to return the Equipment to Company in good working order, normal usage wear and tear excepted, at the expiration or termination of the Lease, Lessee shall pay as liquidated damages the total of: (i) the value of Company's residual interest in the Equipment, plus (ii) all tax indemnities associated with the Equipment to which Company would have been entitled if Lessee had fully performed this Lease, plus (iii) costs and interest incurred by Company due to Lessee's violation of Section 2 or its failure to return the Equipment to Company, minus (iv) any proceeds or offset from the release or sale of the Equipment by Company.
- 9. OTHER TERMS.** Customer acknowledges and agrees to comply with all equipment manufacturers' specifications and product dispensing and preparation instructions and specifications. No failure by Company to exercise and no delay in exercising any of Company's rights hereunder will operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or of any other rights. THIS LEASE WILL BE GOVERNED BY THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.

EXHIBIT G

Combined Non-Exclusive License Agreement to Use Certain Marks of the University of Massachusetts Amherst

1. PURPOSE

This is an agreement The Coca-Cola Company, acting by and through its Coca-Cola North America Group ("Company"), Coca-Cola Refreshments USA, Inc. ("Bottler") (Company and Bottler are collectively referred to herein as "Sponsor") and the University of Massachusetts Trademark and Licensing Administration Program (hereinafter called "Licensing")

WHEREAS, Sponsor desires to be licensed to utilize the University of Massachusetts Amherst Marks and logos in connection with the University of Massachusetts Amherst Sponsorship Agreement ("Sponsorship Agreement"), of which this Combined Non-Exclusive License Agreement ("Agreement") is a part, Sponsor is subject to the additional terms and conditions of this Agreement.

2. TERM (Date of Execution)

The term of this agreement shall be for a period of five (5) year(s) commencing on August 1, 2014 and ending on July 31, 2019. Should the Sponsorship Agreement terminate for any reason, the license to use the University Marks will terminate immediately. Should the Sponsorship Agreement be extended as provided for in said Sponsorship Agreement, the license to use the University Marks will also be extended for the same term.

3. DEFINITIONS

University Marks designs, trademarks, logotypes, service marks and any other symbols associated exclusively with the identification of the University of Massachusetts Amherst

Licensed Articles products and services authorized by the University to bear University marks

4. GRANT OF LICENSE

4.1 Grant - subject to the terms and conditions of this Agreement and the Sponsorship Agreement, Licensing hereby grants Sponsor a non-transferable, non-exclusive license to use the University Marks on, and in conjunction with the marketing, advertising and promotion of their services.

4.2 Limitations on License - no license is granted hereunder for the use of the University Marks for any purpose other than upon or in connection with the services and uses described in this Agreement and the Sponsorship Agreement.

4.3 Exclusivity - Sponsor is granted exclusive rights to use the names, marks Trademarks and logos of the University of Massachusetts Amherst subject to the terms and conditions of this Agreement and the Sponsorship Agreement.

4.4 Non-Exclusivity- nothing in this Agreement or the Sponsorship Agreement, shall be construed to prevent the University of Massachusetts System, Departments and Campuses with the exception of the Amherst Campus, from licensing the use of the University Marks to any other party for any purpose including, without limitations, the grant of other Licenses to other service providers or manufacturers during the term of this agreement for use of the University Marks in connection with Licensed Services or Products either within or outside the United States.

5. Royalties

In consideration of the License herein granted for the use of the University names, marks and logo, an annual royalty fee of \$1000.00, which is understood to cover Sponsor's use of the University Marks in conjunction with the

Sponsorship Agreement, will be paid through Sponsor's Sponsorship Fees and payable in accordance with Section 5 A of the Sponsorship Agreement. The payment will be transferred to the Trademark Administration and Licensing Program by the Office of the Vice Chancellor Administration and Finance.

6. Approval and Quality Standards

Licensing reserves the right to disapprove and prevent the distribution of any service or article bearing the marks of the University that does not meet the standards of quality and propriety. All promotional and marketing material, advertising and/or articles, shall be submitted free of cost to the **University of Massachusetts Trademark and Licensing Administration Program, Room 920 Campus Center, Amherst, MA 01003**, for approval prior to use. To ease the burden of such submissions, Licensing will permit mock up storyboards, and/or faithful sketches of the intended advertisement or marketing initiative. Licensing agrees to respond within ten days of the receipt of the submission and approval shall not be unreasonably withheld.

- Sponsor agrees that all licensed use of the University Marks in promotions, advertising and marketing shall contain the appropriate legends, markings and/or notices as required by the University of Massachusetts.
- Sponsor agrees that each usage of University Marks shall be followed by either "TM" ™ or "R" ®, pursuant to Licensing's instructions. All such legends, markings, and/or notices must be provided to Sponsor by Licensing along with the University Marks.
- Sponsor will not significantly deviate from the standards of quality samples and notice requirements upon which use approval is based. Departure from such standards constitutes a breach of a material term of this Agreement. Licensing has the right to require Sponsor to immediately cease use of the University of Massachusetts Marks in connection with its advertising, marketing or promotions if they are not consistent with approved standards and samples.
- Sponsor agrees that it will not use any University Mark or any reproduction thereof in any advertising or promotional material in any manner that may distract from or impair the integrity, character, and dignity of the University Marks or reflect unfavorably upon the University of Massachusetts
- Sponsor shall not use the University Marks in connection with lotteries, alcoholic beverages, tobacco, sexually oriented products or services or in violation of the policies of the University of Massachusetts.

7. Protection of University Marks

- Sponsor acknowledges and agrees that the University is the sole and exclusive owner of all right, title and interest in and to the University Marks. Sponsor agrees that nothing in this Agreement or the Sponsorship Agreement, gives Sponsor any right, title or interest in the University Marks other than the right to use them in accordance with this Agreement. During the term of this Agreement and thereafter, Sponsor will not contest or otherwise challenge or attack the University's rights in the University Marks or the validity of this Agreement.
- Sponsor acknowledges that its breach of this Agreement will result in immediate and irreparable damage to the University and that money damages alone would be inadequate to compensate the University. Therefore, in the event of a breach or threatened breach of this Licensing Agreement by Sponsor, Licensing may, in addition to other remedies, immediately obtain and enforce injunctive relief prohibiting the breach or compelling specific performance.
- Sponsor agrees to assist in the protection of the University Marks. Sponsor, upon specific request from the University, provide documentation and/or specimens regarding use of each University Mark as required by the University.
- Sponsor acknowledges that they will have no ownership rights in the University's Marks should the University Marks appear in conjunction with copyright materials created or held by Sponsor.

8. GOODWILL IN UNIVERSITY MARKS

Sponsor recognizes the value of the goodwill associated with the University Marks and acknowledges that the Marks and all rights therein and the goodwill pertaining to the Marks belong exclusively to the University of Massachusetts. Sponsor further recognizes that the University Marks have acquired secondary meaning.

Sponsor agrees that its use of the University Marks will benefit the University and that Sponsor will not acquire any rights in the University Marks by virtue of the use of the Marks under this Agreement.

9. INDEMNIFICATION/ HOLD HARMLESS

The University shall have no liability for any licensed service or product produced or offered by Sponsor and Sponsor shall indemnify, hold harmless and defend the University and its trustees, officers, employees and agents thereof, from any and all product or service liability claims, demands causes of action, or damages, including reasonable attorney's fees, caused by or arising from services or products produced or sold by Sponsor or out of any action by Sponsor in using the University Marks in connection with the distribution or sale of services or any other use of the University Marks in advertising, marketing or promotion.

10. CONFORMITY TO LAW

Sponsor undertakes and agrees that the use of the University Marks in services, promotions, advertising and/or marketing shall be in conformity with all applicable Federal, State and local laws, ordinances, regulations and rules.

11. SEVERABILITY

In the event that any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severable herefrom and the remainder of this Agreement shall be deemed to be, and shall remain, fully valid and enforceable.

12. WAIVER

Failure of either party to require the performance of any term in this Agreement or the waiver by either party of any breach thereof shall not prevent subsequent enforcement of such term nor be deemed a waiver of any subsequent breach.

13. ENFORCEMENT

Sponsor agrees to assist the University in the enforcement of any rights of the University in the University Marks as it relates to this Agreement. Sponsor agrees to notify the University of any infringements by third parties that come to Sponsor's attention as the result of the University and Sponsor Agreement. The University shall have the sole right and discretion to bring infringement proceedings involving the University Marks. However, nothing in this Agreement shall require the University to bring suit or take action for the infringement of any of the University Marks.

14. LIABILITY INSURANCE - Product liability insurance coverage for this Agreement has been provided for in Section 18.4 of the Sponsorship Agreement. Such policy will, in addition to the coverage customarily included in a General Liability Policy, cover against all claims, demands, causes of action, lawsuits judgments and damages including but not limited to reasonable attorney's fees arising out of all alleged defects in the design, manufacture, sale and use of the Licensed Articles.

15. TERMINATION - Without prejudice to any other right, the University shall have the right to terminate the License Agreement to use certain University Marks of the University of Massachusetts Amherst upon written notice to Sponsor if:

15.1 Sponsor files any petition under any Federal or State bankruptcy statute, or is adjudicated as bankrupt or insolvent, or if any receiver is appointed for its business or property, or if any trustee in bankruptcy is appointed under the laws of the United States Government or of the sovereign states.

15.2 Sponsor attempts to grant or grants a sub-license or assigns any right or duty under this Agreement to any person or entity without prior written consent from Licensing.

15.3 Sponsor distributes or sells any service or distributes any advertising, promotions or marketing material containing the University Marks without obtaining prior approval and/or continues to sell/distribute or use them after receipt of notice from the University disapproving or withdrawing approval.

15.4 Sponsor becomes subject to any voluntary or involuntary order of any government agency involving the recall of any products or services and/or promotional advertising or packaging material because of safety, health, fraud, or misrepresentation, or any other hazard or risk to the public.

15.5 Sponsor fails to obtain or maintain the liability insurance required by the Sponsorship Agreement.

15.6 Sponsor commits an act or omission directly related to the use of the University Marks that reflects unfavorably or detracts from the good reputation of the University.

15.7 Sponsor provides services or advertising, marketing or promotional materials that incorporate the University Marks and which do not conform with all applicable Federal, State or local ordinances, regulations or rules.

15.8 Without prejudice to any other right, if Sponsor fails to take the necessary steps to cure any breach by it of any term or condition of this Agreement within thirty (30) days after receipt of written notice of the breach, the Licensing has the right to terminate the Agreement to use University Marks upon written notice to Sponsor.

16. NOTICE

All notices, consents, waivers, statements and other communications concerning the use of the University Marks by Sponsor must be sent to each party at the addresses below unless notification of change of address is given in writing. Any notice is to be sent by First -Class mail, Fed X, UPS, or other carrier or telegram and will be considered to have been given at the time the mail is received. Artwork and approvals can be sent via E-mail or by FAX.

University of Massachusetts
Trademark Administration and Licensing Administration
Attn: David Curley, Director
Room 920 Campus Center
Amherst, Massachusetts 01003
<mailto:dcurley@mail.aux.umass.edu>
Tel: 413-577-0125
Fax: 413-577-0033

17. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement to use certain University Marks that are associated exclusively of the University of Massachusetts Amherst. Although, certain parts of this Licensing Agreement interact with certain sections of the Sponsorship Agreement between University of Massachusetts Amherst and Sponsor, this Agreement is to be considered a separate and independent agreement. This Agreement shall terminate immediately in conjunction with any termination of the Sponsorship Agreement. Both the Agreement to use certain University Marks of the University of Massachusetts Amherst and the Sponsorship Agreement must be executed simultaneously to validate this Agreement. This agreement supersedes all prior understandings and agreements between the parties with respect to the use of the University Marks by Sponsor. Note: The University marks are governed by this agreement. All other terms concerning the University' Agreement with Sponsor are as agreed in the Sponsorship Agreement.

18. LAWS GOVERNING

This Agreement and any controversy arising from it is governed by the laws of the Commonwealth of Massachusetts

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers or agents on the date of commencement written in **Section 2. TERM** of this Agreement.

LAD

The Coca-Cola Company, acting
by and through its Coca-Cola North America Group

10/22/14
10/17/14

By:

Print Name: *Sharon J. Byers*
Title: SVP Sports + Ent Mktg
Date: 10/22/14

Coca- Cola Refreshments USA,

Inc.

By: *Pam Stewart*
Print Name: Pam Stewart
Title: RVP- FSOP

Date: 10/17/14

University of Massachusetts

By: *David Curley Jr.*
Print Name: David P. Curley Jr.

Title: Director, Trademark Administration & Licensing Administration

Date: 11/20/14

EXHIBIT H
List of Equipment/Locations

Fountain Equipment:

	10- Head	4- Head	6-Head	8-Head	10-Flavor Bar Gun	5-Head Drop In	Total
Dining Commons & Cafes							
Worcester Dining Common		5	1	4			10
Franklin Dining Common		5		2			7
Berkshire Dining Common		2		4			
Southwest Café							
Whitmore Café							
Campus Center							
Bluewall Eatery	6	2					8
Hatch							
Mullins Center Concessions						15	15
Athletics							
Mullins Center		1					1
Football		1					1
Boyden		1					1
Cage							
University Club					1		1
Totals	6	17	1	10	1	15	44

Bottle/Can Equipment:

Bottler shall provide, at no cost to the University, the following bottle/can equipment:

- 18 Double Door Coolers,
- 20 Single Door Coolers,
- 20 CounterTop Coolers,
- 4 (½) size Floor Coolers,
- 4 Plug in Round Drink Tubs,
- 2 Odwalla Slim Coolers, and
- 12 Portable Coke Tubs.

Bottler and University shall mutually agree upon any additional bottle/can equipment placements.